

CORDOVA PALMS
Community Development District

JUNE 11, 2026

AGENDA

**Cordova Palms
Community Development District**
475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.CordovaPalmsCDD.com

June 4, 2026

Board of Supervisors
Cordova Palms Community Development District
Call in #: 1-877-304-9269 Code: 410226

Dear Board Members:

The Cordova Palms Community Development District Meeting is scheduled to be held **Thursday, June 11, 2026 at 10:00 a.m. at the offices of GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.**

Following is the agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Approval of Minutes of the May 14, 2026 Meeting
- IV. Consideration of Proposals for Pond Bank Erosion Repair
- V. Consideration of Resolution 2026-03, Approving the Proposed Budget for Fiscal Year 2027 and Setting a Public Hearing Date
- VI. Consideration of Resolution 2026-04, Designating a Date, Time and Location for a Landowner's Election
- VII. Consideration of Resolution 2026-05, Setting a Public Hearing to Adopt Revised Rules of Procedure
- VIII. Consideration of Request for Swim Lessons
- IX. Staff Reports
 - A. Landscape Report
 - B. District Counsel
 - C. District Engineer

- D. District Manager
- E. Operations Manager – Amenity and Operations Report
- F. Amenity Manager
- X. Financial Reports
 - A. Financial Statements as of April 30, 2026
 - B. Check Register
- XI. Supervisor Requests and Audience Comments
- XII. Next Scheduled Meeting – July 9, 2026 at 10:00 a.m. at the offices of GMS, 475 West Town Place, Suite 114, St. Augustine, Florida
- XIII. Adjournment

MINUTES

**MINUTES OF MEETING
CORDOVA PALMS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Cordova Palms Community Development District was held on Thursday, **May 14, 2026**, at 10:02 a.m. at the offices of Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

Present and constituting a quorum were:

Don Gullion	Chairman
Daniel Zaremba	Vice Chairman
Alex Pinto	Supervisor
Elizabeth Newgard	Supervisor
Agnes Albertie	Supervisor

Also present were:

Daniel Laughlin	District Manager, GMS
Kyle Magee <i>by phone</i>	District Counsel, Kutak Rock
Christy Buganski	Amenity Manager, GMS
Jeff Johnson	Operations Manager, GMS
Alison Mossing	GMS

The following is a summary of the discussions and actions taken at the May 14, 2026, regular meeting of the Board of Supervisors of the Cordova Palms Community Development District.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Laughlin called the meeting to order at 10:02 a.m.

SECOND ORDER OF BUSINESS

Public Comment

There being no members of the public present, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of the April 9, 2026 Meeting

A copy of the minutes from the April 9, 2026 meeting was included in the agenda package for the Board's review.

On MOTION by Mr. Zaremba, seconded by Mr. Pinto, with all in favor, the minutes of the April 9, 2026 meeting, were approved.

FOURTH ORDER OF BUSINESS

Discussion of Pond Bank Erosion

Mr. Laughlin informed the Board that the new engineering firm completed an inspection of the pond banks and provided a report of their findings. The recommendation is that the dirt be compacted and sod be installed in the areas in which the erosion is occurring.

The Board directed staff to obtain proposals to make the recommended repairs.

FIFTH ORDER OF BUSINESS

Discussion of the Fiscal Year 2027 Budget

Mr. Laughlin presented a draft budget for fiscal year 2027, noting a \$68 per unit annual increase is anticipated. The budget will be presented for approval at the next meeting.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Landscape Report

Mr. Johnson provided an overview of landscape projects performed since the last meeting.

B. District Counsel

Mr. Magee reported that his firm is working on conveyance of a parcel of land that has an interested buyer. This item will be brought to a future meeting as the negotiations are finalized.

C. District Engineer

There being nothing further to report, the next item followed.

D. District Manager

There being nothing further to report, the next item followed.

E. Operations Manager – Report

A copy of the amenity and operations report was included in the agenda package for the Board’s review. Mr. Johnson stated that he is concerned about the timing of the curing of the expansion joint repair and would like to hold off reopening the pool by a few more days.

There were no objections from the board.

Next, Mr. Johnson stated that there have been issues with a vehicle parking in the dog park parking lot and there are no signs posted regarding the ability to tow.

Mr. Laughlin added that he advised onsite staff to contact the Sheriff’s Office non-emergency line to see if they would tow the car in the meantime. The District would need to adopt towing policies, which requires a public hearing, so it would take several months before the District could enact a towing procedure.

F. Amenity Manager

Ms. Harvey provided an overview of the latest community events and upcoming events.

SEVENTH ORDER OF BUSINESS Financial Reports

A. Financial Statements as of March 31, 2026

Copies of the financial statements were included in the agenda package for the Board’s review.

B. Check Register

A copy of the check register totaling \$50,777.76 was included in the agenda package for the Board’s review.

On MOTION by Mr. Zaremba, seconded by Mr. Pinto, with all in favor, the Check Register was approved.

EIGHTH ORDER OF BUSINESS Supervisor Requests and Audience Comments

Mr. Zaremba reported that the second asphalt in Phase 3 should be completed by May 22nd.

NINTH ORDER OF BUSINESS Next Scheduled Meeting – June 11 2026, at 10:00 a.m. at the Offices of GMS, 475 West

**Town Place, Suite 114, St. Augustine,
Florida**

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Newgard, seconded by Mr. Zaremba with all in favor the meeting was adjourned

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

HEB Services, Inc.

P.O. Box 8430
Fleming Island, FL 32006

CUC 1225170
DBE/MBE Certified

Phone (904) 333-8064
hollybucci@yahoo.com

May 20, 2026

Cordova Palms CDD
Board and Staff
320 Cordova Palms Pkwy
St. Augustine, FL 32259
Attn: Jeff Johnson

RE: Cordova Palms Pond 2 & 3

Pond 2

Over 13 washout areas, totaling approximately 9000 SF, along the west side of the pond we will:

1. Use a tiller to mix existing material in place.
2. Pull dirt up from the pond to establish slope.
3. Run over the area with track equipment to pack it back in and grade.
4. Sod with bahia sod.

TOTAL PRICE: \$29,130.00

Pond 2 – Alternate Bid:

Over the west pond bank approximately 600'x 30' we will:

1. Use a tiller to mix existing material in place.
2. Pull dirt from the pond to establish slope.
3. Run over the bank with track equipment to pack it in and grade.
4. Sod with bahia sod.

TOTAL PRICE: \$36,300.00

Pond 3

Over 8 washout areas, totaling approximately 3000 SF, along the east side of the pond we will:

1. Use a tiller to mix existing material in place.
2. Pull dirt up from the pond to establish slope
3. Run over the bank with track equipment to pack it in and grade.
4. Sod with bahia sod.

TOTAL PRICE: \$16,435.00

Thank You,
Holly Bucci

ALL MATERIALS IS GUARANTEED TO BE SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL.

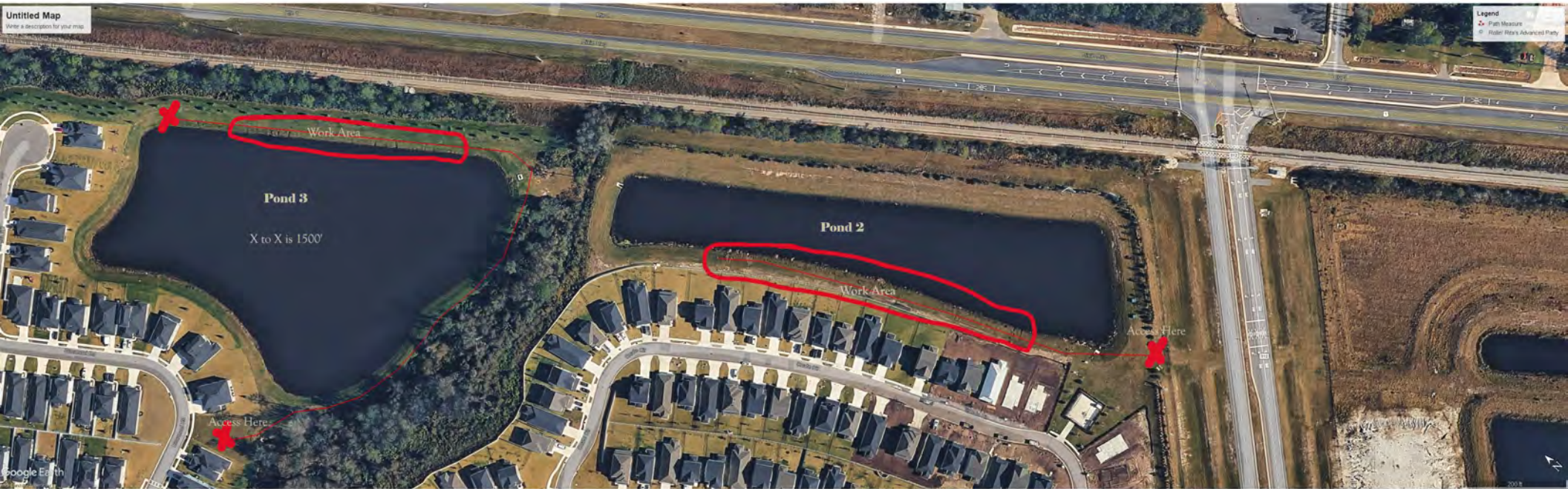
ACCEPTANCE OF PROPOSAL:

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.

YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

.DATE OF ACCEPTANCE:

SIGNATURE: _____



Contact Us

TIGRIS Aquatic Services LLC
 11232 Saint Johns Industrial Parkway
 North
 Ste 4
 Jacksonville, Florida 32246
 smetzger@tigrisusa.com
 904-714-5815

**Quote: 347738**

Quote Date: 06/02/2026
 Expiration Date: 08/31/2026

Bill To:

Cordova Palms CDD
 320 Cordova Palms Parkway
 St. Augustine, Florida 32092

Customer: Cordova Palms CDD

320 Cordova Palms Parkway
 St. Augustine, Florida 32092

Description	Unit Price	Qty	Amount
Aquatic Services - As Requested Erosion Repair Pond 2: 900 LF across bank on fence side. Please see scope below.	\$108,000.00	1	\$108,000.00
Aquatic Services - As Requested Erosion Repair pond 3: Quoted per foot as there are multiple areas. Same scope as pond 2 without knowing the LF.	\$120.00	1	\$120.00

Invoicing Details:

TIGRIS will invoice customer after the service has been completed. Invoices will be sent via email.

Scope of Work

The purpose of this project is to restore and stabilize existing eroded shoreline embankments through the installation of the ShoreSOX® shoreline stabilization system.

Contractor shall furnish and install approximately [900] linear feet (LF) of the ShoreSOX® system with the objective of stabilizing the referenced shoreline length and facilitating the reclamation of approximately [5,400] square feet of functional shoreline, subject to site conditions at [319 Onate Circle, St Augustine, FL 32095].

The ShoreSOX® system will be installed by tethering the system to approximately [720] anchoring points. Approximately [450] cubic yards of appropriate fill material (particle size greater than 150 microns) will be hydraulically washed into the system to promote compaction and embankment stabilization.

Upon completion of backfilling, approximately [5,400] square feet of sod or other mutually agreed-upon vegetation will be installed to establish a stabilized living shoreline.

All work shall be performed in accordance with the Field Service Agreement, applicable permits, and generally accepted industry practices.

SOX Erosion Solutions delivers a suite of patented erosion control systems designed to stabilize shorelines and hillsides, while improving water quality. SOX prioritizes the education, training, and ongoing support of its national network of service providers to deliver superior outcomes in diverse environments.

Deposit & Payment

Deposit Required: 50% (\$54,060.00)

Summary

Subtotal: \$108,120.00

Deposit Due: 50% (\$54,060.00)

Total: \$108,120.00

Terms & Conditions

TERMS: This agreement is for a one time service and pricing is listed above. An invoice for the full amount will be submitted upon completion of the service with terms Due Upon Receipt.

REGULATORY: TIGRIS will furnish all labor, equipment, materials, supervision and taxes. TIGRIS will be responsible for the proper instruction of all safety measures to its personnel.

PAYMENT: All payments for services rendered under this contract are Due Upon Receipt. Should it become necessary for TIGRIS to bring action for collection of monies due and owing under this Agreement, Customer agrees to pay costs incurred by TIGRIS from such collection.

Non-Prevailing Wage Pricing: The pricing provided in this Agreement is based on standard labor rates and does not include prevailing wage requirements. Should the Customer determine that this project is subject to prevailing wage laws, TIGRIS reserves the right to adjust the contract price to account for increased labor costs, administrative overhead, and compliance reporting.

INSURANCE: TIGRIS shall carry Worker's Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Customer will be an insurance certificate holder and named as an additional insured. Copies of certificates of insurance naming the Customer as additionally insured will be provided upon request. An additional fee will be charged if customer requires specific insurance requirements.

VENDOR COMPLIANCE: An additional fee will be charged if customer requires specific Vendor Portal Sites or vendor compliance memberships.

PROPERTY DAMAGE/LIMITATION ON CLAIMS: A TIGRIS assumes no responsibility for equipment damages resulting from low/high water conditions, animal activity or other natural occurrences.

ENTIRE AGREEMENT: This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof. SIGNING AND RETURNING this document authorizes TIGRIS to perform the services and/or have product(s) delivered as stipulated within this agreement. By signing this document, I acknowledge I have the authority to authorize TIGRIS to perform the services outlined in this agreement.

Customer Approval

Customer Signature

Name

Date

FIFTH ORDER OF BUSINESS

RESOLUTION 2026-03
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Cordova Palms Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. SETTING A PUBLIC HEARING; DIRECTING PUBLICATION. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: August 13, 2026
TIME: 10:00 AM
LOCATION: Offices of Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092

3. TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET. The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. SEVERABILITY; EFFECTIVE DATE. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11th DAY OF JUNE, 2026.

ATTEST:

**CORDOVA PALMS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A
FY 2027 Proposed Budget

Cordova Palms

Community Development District

*Proposed Budget
FY 2027*

Presented by:



Table of Contents

1-2	<u>General Fund</u>
3-5	<u>Narratives</u>
6-7	<u>Debt Service Fund Series 2021</u>
8-9	<u>Debt Service Fund Series 2022-1</u>
10-11	<u>Debt Service Fund Series 2022-2</u>
12	<u>Assessment Schedule</u>

Cordova Palms
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
-------------	---------------------------	-------------------------	----------------------------	---------------------------	----------------------------

REVENUES:

Special Assessments	\$ 749,529	\$ 737,882	\$ 11,647	\$ 749,529	\$ 783,952
Interest Income	1,000	1,155	500	1,655	1,000
Other Income	-	610	250	860	1,000

TOTAL REVENUES	\$ 750,529	\$ 739,648	\$ 12,397	\$ 752,045	\$ 785,952
-----------------------	-------------------	-------------------	------------------	-------------------	-------------------

EXPENDITURES:

Administrative

Supervisors Fees	\$ 6,000	\$ -	\$ 1,000	\$ 1,000	\$ 6,000
FICA Expense	459	-	77	77	459
Engineering	11,000	1,728	5,000	6,728	11,000
Arbitrage	1,800	4,500	-	4,500	1,350
Attorney	15,000	9,792	4,500	14,292	15,000
Annual Audit	7,500	4,900	-	4,900	5,000
Assessment Roll Administration	5,899	5,899	-	5,899	6,253
Trustee Fees	12,500	12,150	-	12,150	13,750
Dissemination Agent	8,848	5,661	3,510	9,171	11,860
Management Fees	55,745	32,518	23,227	55,745	59,089
Website Maintenance	1,769	1,032	737	1,769	1,875
Information Technology	2,654	1,548	1,106	2,654	2,814
Telephone	500	76	424	500	500
Postage & Delivery	1,500	765	736	1,500	1,500
Insurance General Liability	6,729	6,340	-	6,340	6,974
Printing & Binding	500	99	401	500	500
Legal Advertising	2,000	798	1,202	2,000	2,000
Other Current Charges	300	-	300	300	300
Office Supplies	150	2	148	150	150
Dues, Licenses & Subscriptions	175	175	-	175	175

TOTAL ADMINISTRATIVE	\$ 141,028	\$ 87,982	\$ 42,367	\$ 130,349	\$ 146,549
-----------------------------	-------------------	------------------	------------------	-------------------	-------------------

Operations & Maintenance

Grounds Maintenance

Landscape - Maintenance	\$ 164,640	\$ 96,040	\$ 68,600	\$ 164,640	\$ 164,640
Landscape - Contingency	27,700	3,230	24,470	27,700	25,000
Operations Management	26,500	15,458	11,042	26,500	28,090
Lake Maintenance	10,000	4,795	5,205	10,000	10,000
Electric	75,000	40,461	34,539	75,000	75,000
Irrigation Water	23,000	12,772	10,228	23,000	24,000
Repairs & Maintenance	10,000	7,442	2,558	10,000	10,000
Irrigation Repairs	13,000	1,826	7,500	9,326	10,000
Pest Control	1,800	1,138	662	1,800	1,800

TOTAL GROUNDS MAINTENANCE	\$ 351,640	\$ 183,164	\$ 164,802	\$ 347,966	\$ 348,530
----------------------------------	-------------------	-------------------	-------------------	-------------------	-------------------

Cordova Palms
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
Amenity Center					
Amenity Manager	\$ 77,500	\$ 45,208	\$ 32,292	\$ 77,500	\$ 82,150
Amenity Attendant	10,000	2,353	7,647	10,000	10,000
Facility Maintenance	37,440	27,489	9,951	37,440	62,400
Insurance	39,025	33,760	-	33,760	32,263
Refuse	4,560	2,895	2,050	4,945	5,040
Gas	1,000	556	444	1,000	1,044
Janitorial Services	12,000	7,000	5,000	12,000	13,080
Access Cards	5,000	625	3,200	3,825	4,000
Pool Maintenance	18,000	10,500	7,500	18,000	19,080
Pool Chemicals	13,000	7,583	5,417	13,000	13,780
Special Events	5,000	1,943	3,057	5,000	5,000
Holiday Decoration	10,000	7,821	900	8,721	9,000
Electric	-	3,483	3,717	7,200	7,200
Water & Sewer	5,000	279	4,721	5,000	6,000
Licenses & Subscriptions	500	767	400	1,167	1,000
Fitness Equipment Leasing	19,836	11,568	8,268	19,836	19,836
TOTAL AMENITY CENTER	\$ 257,861	\$ 163,830	\$ 94,563	\$ 258,393	\$ 290,873
TOTAL EXPENDITURES	\$ 750,529	\$ 434,976	\$ 301,733	\$ 736,709	\$ 785,952
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 304,672	\$ (289,336)	\$ 15,336	\$ -

Cordova Palms
Community Development District
Budget Narrative
Fiscal Year 2027

REVENUES

Special Assessments - Tax Roll

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year. The assessments will be collected by the St. Johns County Tax Collectors Office.

Interest Income

The District earns interest on the monthly average collected balance for each of their investment accounts.

Other Income

Income received from resident rental of Rooftop patio, amenity access fobs, fitness class, etc.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending 6 meetings.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Engineering

The District's engineering firm will be providing general engineering services to the District including attendance and preparation for monthly board meetings, review invoices, etc. DCCM Infrastructure, Inc. serves as the District's engineering firm.

Arbitrage Rebate

The District is required to annually have an arbitrage rebate calculation on the District's Series 2021, 2022-1 and 2022-2 Special Assessment Revenue Bonds. American Municipal Tax-Exempt Compliance Corp.(AMTEC) serves as the District's tax compliance agent.

Attorney

The District's legal counsel will be providing general legal services to the District including attendance and preparation for monthly meetings, review operating and maintenance contracts, etc. Kutak Rock LLP serves as the District's legal counsel.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. Grau and Associates currently serves as the District's Independent Auditor.

Assessment Roll Administration

GMS, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Trustee Fees

The amount of the trustee fees is based on the agreement between The Bank of New York Mellon and the District for the Special Assessment Bond Series 2021, 2022-1, and 2022-2, and also includes the custody account fee charged by US Bank.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

<u>Vendor</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual</u>
GMS	Dissemination Agent	\$ 780	\$ 9,360
Disclosure Services	Revised Amortization Schedules		<u>2,500</u>
Total			\$ 11,860

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Telephone

Internet and Wi-Fi service for Office.

Postage and Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Florida Property Alliance Preferred (FPA). FPA specializes in providing insurance coverage to governmental agencies.

Cordova Palms
Community Development District
Budget Narrative
Fiscal Year 2027

Expenditures - Administrative (continued)

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

Expenditures - Operations & Maintenance

Landscape - Maintenance

The District has contracted with Brightview Landscaping Services to maintain the common areas of the District.

Landscape - Contingency

Estimated costs for other landscape maintenance incurred by the District.

Operations Management

The District is contracted with Governmental Management Services, LLC to provide onsite field management of contracts for District Services such as landscape and lake maintenance. Services to include weekly site inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

<u>Vendor</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual</u>
GMS, LLC	Operations Management	\$ 2,341	\$ 28,090

Lake Maintenance

The District has contracted with Florida Waterways, Inc. for the maintenance of ponds on district property.

Electric

FPL provides for electric services for the District. District has the following meters:

<u>Meter #</u>	<u>Location</u>	<u>Monthly</u>	<u>Annual</u>
8188230067	77 Cordova Palms Pkwy	\$ 370	\$ 4,440
6277411382	327 Onate Cir, Pump	150	1,800
4378731287	100 Cordova Palms Pkwy, SL	5,000	60,000
1665506505	30 Bermudez Way, Dog Park	55	660
1582847560	320 Cordova Palms Pkwy, Bldg	525	6,300
	Contingency for Phase 4	150	1,800
	Total	\$ 6,250	\$ 75,000

Irrigation Water

The costs for irrigation water for the district provided by City of St. Augustine Water.

<u>Account #</u>	<u>Location</u>	<u>Monthly</u>	<u>Annual</u>
55487	65 Onate Cir	\$ 2,000	\$ 24,000

Repairs & Maintenance

Any costs related to miscellaneous repairs and maintenance that occur during the fiscal year.

Irrigation Repairs

Estimated cost of miscellaneous irrigation repairs and maintenance incurred.

Pest Control

Estimated costs for pest control service incurred by the District.

Cordova Palms
Community Development District
Budget Narrative
Fiscal Year 2027

Expenditures - Amenity Center

Amenity Manager

Estimated costs for management services for the Amenity Center.

Amenity Attendant

The District has contracted with GMS LLC to provide community facility staff for the amenity center to greet patrons, providing facility tours, issuance of access cards and policy enforcement.

Facility Maintenance

The District has contracted with GMS LLC to provide maintenance and repairs necessary for upkeep of the Amenity Center and common grounds area.

Insurance

The District has issued a Property Insurance policy with Florida Insurance Alliance. FIA specializes in providing insurance coverage to governmental agencies.

Refuse Service

The District has contracted with Waste Management for refuse removal services once a week.

Vendor	Description	Monthly	Annual
Waste Management	Refuse	\$ 420	\$ 5,040

Gas

The District is under contract with TECO Peoples Gas and Gas South to provide gas fire pit.

Vendor	Description	Monthly	Annual
TECO	Natural Gas	\$ 73	\$ 880
Gas South	Natural Gas	5	64
	Contingency		100
Total		\$ 79	\$ 1,044

Janitorial Services

The District is contracted with Governmental Management Services, LLC to provide onsite janitorial cleaning for the Amenity Center.

Vendor	Description	Monthly	Annual
GMS LLC	Janitorial Services	\$ 1,090	\$ 13,080

Access Cards

Represents the estimated cost for access cards to the District's Amenity Center.

Pool Maintenance

The District has contracted with GMS, LLC for pool cleaning, water testing, treatment, checking chemicals and back washing of the Amenity Center pool.

Pool Chemicals

The District has contracted with GMS, LLC for purchase and delivery of pool chemicals for the maintenance of the Amenity Center

Special Events

Represents estimated costs for the District to host special events for the community through the Fiscal Year.

Holiday Decoration

Represents estimated costs for the District to decorate the Amenity center for the holidays.

Electric

FPL provides for electric services for the District. District has the following meter:

Meter #	Location	Monthly	Annual
6670347563	320 Cordova Palms Pkwy, Unit A	550	6,600
	Contingency	50	600
Total		\$ 600	\$ 7,200

Water & Sewer

Estimated costs for water and sewer for the amenity center billed to the District by City of St. Augustine Water.

Account #	Location	Monthly	Annual
55512	320 Cordova Palms Pkwy	\$ 500	\$ 6,000

License & Subscriptions

Represents license fees for the amenity center and permit fees paid to the Florida Department of Health in St. Johns County for the swimming pools.

Fitness Equipment Lease

The District has contracted with Macrolease to rent fitness equipment.

Vendor	Description	Monthly	Annual
Macrolease	Fitness Equipment Lease	\$ 1,653	\$ 19,836

Cordova Palms
Community Development District
Proposed Budget
Debt Service Series 2021 Special Assessment Bonds

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
REVENUES:					
Special Assessments	\$ 309,400	\$ 301,962	\$ 5,670	\$ 307,632	\$ 307,632
Interest Earnings	5,000	6,836	2,000	8,836	5,000
Carry Forward Surplus ⁽¹⁾	183,031	187,182	-	187,182	185,720
TOTAL REVENUES	\$ 497,431	\$ 495,980	\$ 7,670	\$ 503,650	\$ 498,352
EXPENDITURES:					
Interest - 11/1	\$ 91,465	\$ 91,465	-	\$ 91,465	\$ 89,790
Principal Prepayment - 11/1	-	5,000	-	5,000	-
Interest - 5/1	91,465	-	91,465	91,465	89,790
Principal - 5/1	125,000	-	125,000	125,000	130,000
Principal Prepayment - 5/1	-	-	5,000	5,000	-
TOTAL EXPENDITURES	\$ 307,930	\$ 96,465	\$ 221,465	\$ 317,930	\$ 309,580
EXCESS REVENUES (EXPENDITURES)	\$ 189,501	\$ 399,515	\$ (213,795)	\$ 185,720	\$ 188,772
⁽¹⁾ Carry Forward is Net of Reserve Requirement			Interest Due 11/1/27		<u>\$ 87,970</u>

Cordova Palms
Community Development District
AMORTIZATION SCHEDULE
Debt Service Series 2021 Special Assessment Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/26	5,125,000	2.400%		89,790	89,790
05/01/27	5,125,000	2.800%	130,000	89,790	
11/01/27	4,995,000	2.800%		87,970	307,760
05/01/28	4,995,000	2.800%	135,000	87,970	
11/01/28	4,860,000	2.800%		86,080	309,050
05/01/29	4,860,000	2.800%	135,000	86,080	
11/01/29	4,725,000	2.800%		84,190	305,270
05/01/30	4,725,000	2.800%	140,000	84,190	
11/01/30	4,585,000	2.800%		82,230	306,420
05/01/31	4,585,000	2.800%	145,000	82,230	
11/01/31	4,440,000	2.800%		80,200	307,430
05/01/32	4,440,000	3.000%	150,000	80,200	
11/01/32	4,290,000	3.000%		77,950	308,150
05/01/33	4,290,000	3.000%	155,000	77,950	
11/01/33	4,135,000	3.000%		75,625	308,575
05/01/34	4,135,000	3.000%	160,000	75,625	
11/01/34	3,975,000	3.000%		73,225	308,850
05/01/35	3,975,000	3.000%	165,000	73,225	
11/01/35	3,810,000	3.000%		70,750	308,975
05/01/36	3,810,000	3.000%	165,000	70,750	
11/01/36	3,645,000	3.000%		68,275	304,025
05/01/37	3,645,000	3.000%	175,000	68,275	
11/01/37	3,470,000	3.000%		65,650	308,925
05/01/38	3,470,000	3.000%	180,000	65,650	
11/01/38	3,290,000	3.000%		62,950	308,600
05/01/39	3,290,000	3.000%	185,000	62,950	
11/01/39	3,105,000	3.000%		60,175	308,125
05/01/40	3,105,000	3.000%	190,000	60,175	
11/01/40	2,915,000	3.000%		57,325	307,500
05/01/41	2,915,000	3.000%	195,000	57,325	
11/01/41	2,720,000	3.000%		54,400	306,725
05/01/42	2,720,000	4.000%	200,000	54,400	
11/01/42	2,520,000	4.000%		50,400	304,800
05/01/43	2,520,000	4.000%	210,000	50,400	
11/01/43	2,310,000	4.000%		46,200	306,600
05/01/44	2,310,000	4.000%	220,000	46,200	
11/01/44	2,090,000	4.000%		41,800	308,000
05/01/45	2,090,000	4.000%	225,000	41,800	
11/01/45	1,865,000	4.000%		37,300	304,100
05/01/46	1,865,000	4.000%	235,000	37,300	
11/01/46	1,630,000	4.000%		32,600	304,900
05/01/47	1,630,000	4.000%	245,000	32,600	
11/01/47	1,385,000	4.000%		27,700	305,300
05/01/48	1,385,000	4.000%	255,000	27,700	
11/01/48	1,130,000	4.000%		22,600	305,300
05/01/49	1,130,000	4.000%	265,000	22,600	
11/01/49	865,000	4.000%		17,300	304,900
05/01/50	865,000	4.000%	275,000	17,300	
11/01/50	590,000	4.000%		11,800	304,100
05/01/51	590,000	4.000%	290,000	11,800	
11/01/51	300,000	4.000%		6,000	307,800
05/01/52	300,000	4.000%	300,000	6,000	306,000
Total			\$ 5,125,000	\$ 2,940,970	\$ 8,065,970

Cordova Palms
Community Development District
Proposed Budget
Debt Service Series 2022-1 Special Assessment Bonds

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
REVENUES:					
Special Assessments	\$ 117,315	\$ 112,877	\$ 2,119	\$ 114,997	\$ 114,997
Interest Earnings	5,000	3,363	1,000	4,363	3,000
Carry Forward Surplus ⁽¹⁾	114,146	116,197	-	116,197	94,757
TOTAL REVENUES	\$ 236,461	\$ 232,437	\$ 3,119	\$ 235,557	\$ 212,753
EXPENDITURES:					
Interest - 11/1	\$ 45,400	\$ 45,400	\$ -	\$ 45,400	\$ 44,078
Interest - 5/1	45,400	-	45,400	45,400	44,078
Principal - 5/1	25,000	-	25,000	25,000	25,000
Principal Prepayment - 5/1	-	-	25,000	25,000	-
TOTAL EXPENDITURES	\$ 115,800	\$ 45,400	\$ 95,400	\$ 140,800	\$ 113,155
EXCESS REVENUES (EXPENDITURES)	\$ 120,661	\$ 187,037	\$ (92,281)	\$ 94,757	\$ 99,598
⁽¹⁾ Carry Forward is Net of Reserve Requirement			Interest Due 11/1/27		<u>\$ 43,478</u>

Cordova Palms
Community Development District
AMORTIZATION SCHEDULE
Debt Service Series 2022-1 Special Assessment Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/26	1,545,000			44,078	44,078
05/01/27	1,545,000	4.800%	25,000	44,078	
11/01/27	1,520,000			43,478	112,555
05/01/28	1,520,000	5.300%	25,000	43,478	
11/01/28	1,495,000			42,815	111,293
05/01/29	1,495,000	5.300%	30,000	42,815	
11/01/29	1,465,000			42,020	114,835
05/01/30	1,465,000	5.300%	30,000	42,020	
11/01/30	1,435,000			41,225	113,245
05/01/31	1,435,000	5.300%	30,000	41,225	
11/01/31	1,405,000			40,430	111,655
05/01/32	1,405,000	5.300%	35,000	40,430	
11/01/32	1,370,000			39,503	114,933
05/01/33	1,370,000	5.700%	35,000	39,503	
11/01/33	1,335,000			38,505	113,008
05/01/34	1,335,000	5.700%	35,000	38,505	
11/01/34	1,300,000			37,508	111,013
05/01/35	1,300,000	5.700%	40,000	37,508	
11/01/35	1,260,000			36,368	113,875
05/01/36	1,260,000	5.700%	40,000	36,368	
11/01/36	1,220,000			35,228	111,595
05/01/37	1,220,000	5.700%	45,000	35,228	
11/01/37	1,175,000			33,945	114,173
05/01/38	1,175,000	5.700%	45,000	33,945	
11/01/38	1,130,000			32,663	111,608
05/01/39	1,130,000	5.700%	50,000	32,663	
11/01/39	1,080,000			31,238	113,900
05/01/40	1,080,000	5.700%	50,000	31,238	
11/01/40	1,030,000			29,813	111,050
05/01/41	1,030,000	5.700%	55,000	29,813	
11/01/41	975,000			28,245	113,058
05/01/42	975,000	5.700%	60,000	28,245	
11/01/42	915,000			26,535	114,780
05/01/43	915,000	5.800%	60,000	26,535	
11/01/43	855,000			24,795	111,330
05/01/44	855,000	5.800%	65,000	24,795	
11/01/44	790,000			22,910	112,705
05/01/45	790,000	5.800%	70,000	22,910	
11/01/45	720,000			20,880	113,790
05/01/46	720,000	5.800%	75,000	20,880	
11/01/46	645,000			18,705	114,585
05/01/47	645,000	5.800%	80,000	18,705	
11/01/47	565,000			16,385	115,090
05/01/48	565,000	5.800%	80,000	16,385	
11/01/48	485,000			14,065	110,450
05/01/49	485,000	5.800%	85,000	14,065	
11/01/49	400,000			11,600	110,665
05/01/50	400,000	5.800%	90,000	11,600	
11/01/50	310,000			8,990	110,590
05/01/51	310,000	5.800%	95,000	8,990	
11/01/51	215,000			6,235	110,225
05/01/52	215,000	5.800%	105,000	6,235	
11/01/52	110,000			3,190	114,425
05/01/53	110,000	5.800%	110,000	3,190	113,190
Total			\$ 1,545,000	\$ 1,542,695	\$ 3,087,695

Cordova Palms
Community Development District
Proposed Budget
Debt Service Series 2022-2 Special Assessment Bonds

Description	Adopted Budget FY 2026	Actuals Thru 4/30/26	Projected Next 5 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
REVENUES:					
Special Assessments	\$ 491,030	\$ 480,648	\$ 4,814	\$ 485,463	\$ 485,463
Prepayments	-	25,432	-	25,432	-
Interest Earnings	5,000	11,010	5,000	16,010	10,000
Carry Forward Surplus ⁽¹⁾	233,944	259,361	-	259,361	255,036
TOTAL REVENUES	\$ 729,974	\$ 776,451	\$ 9,814	\$ 786,266	\$ 750,498
EXPENDITURES:					
Interest - 11/1	\$ 188,115	\$ 188,115	-	\$ 188,115	\$ 184,410
Principal Prepayment - 11/1	-	25,000	-	25,000	-
Interest - 5/1	188,115	-	188,115	188,115	184,410
Principal - 5/1	110,000	-	110,000	110,000	115,000
Principal Prepayment - 5/1	-	-	20,000	20,000	-
TOTAL EXPENDITURES	\$ 486,230	\$ 213,115	\$ 318,115	\$ 531,230	\$ 483,820
EXCESS REVENUES (EXPENDITURES)	\$ 243,744	\$ 563,336	\$ (308,301)	\$ 255,036	\$ 266,678

⁽¹⁾ Carry Forward is Net of Reserve Requirement

Interest Due 11/1/27

\$181,823

Cordova Palms
Community Development District
AMORTIZATION SCHEDULE
Debt Service Series 2022-2 Special Assessment Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/26	6,740,000			184,410	184,410
05/01/27	6,740,000	4.500%	115,000	184,410	
11/01/27	6,625,000			181,823	481,233
05/01/28	6,625,000	5.100%	120,000	181,823	
11/01/28	6,505,000			178,763	480,585
05/01/29	6,505,000	5.100%	125,000	178,763	
11/01/29	6,380,000			175,575	479,338
05/01/30	6,380,000	5.100%	135,000	175,575	
11/01/30	6,245,000			172,133	482,708
05/01/31	6,245,000	5.100%	140,000	172,133	
11/01/31	6,105,000			168,563	480,695
05/01/32	6,105,000	5.100%	145,000	168,563	
11/01/32	5,960,000			164,865	478,428
05/01/33	5,960,000	5.400%	155,000	164,865	
11/01/33	5,805,000			160,680	480,545
05/01/34	5,805,000	5.400%	165,000	160,680	
11/01/34	5,640,000			156,225	481,905
05/01/35	5,640,000	5.400%	175,000	156,225	
11/01/35	5,465,000			151,500	482,725
05/01/36	5,465,000	5.400%	185,000	151,500	
11/01/36	5,280,000			146,505	483,005
05/01/37	5,280,000	5.400%	195,000	146,505	
11/01/37	5,085,000			141,240	482,745
05/01/38	5,085,000	5.400%	205,000	141,240	
11/01/38	4,880,000			135,705	481,945
05/01/39	4,880,000	5.400%	215,000	135,705	
11/01/39	4,665,000			129,900	480,605
05/01/40	4,665,000	5.400%	225,000	129,900	
11/01/40	4,440,000			123,825	478,725
05/01/41	4,440,000	5.400%	240,000	123,825	
11/01/41	4,200,000			117,345	481,170
05/01/42	4,200,000	5.400%	255,000	117,345	
11/01/42	3,945,000			110,460	482,805
05/01/43	3,945,000	5.600%	265,000	110,460	
11/01/43	3,680,000			103,040	478,500
05/01/44	3,680,000	5.600%	280,000	103,040	
11/01/44	3,400,000			95,200	478,240
05/01/45	3,400,000	5.600%	300,000	95,200	
11/01/45	3,100,000			86,800	482,000
05/01/46	3,100,000	5.600%	315,000	86,800	
11/01/46	2,785,000			77,980	479,780
05/01/47	2,785,000	5.600%	335,000	77,980	
11/01/47	2,450,000			68,600	481,580
05/01/48	2,450,000	5.600%	355,000	68,600	
11/01/48	2,095,000			58,660	482,260
05/01/49	2,095,000	5.600%	375,000	58,660	
11/01/49	1,720,000			48,160	481,820
05/01/50	1,720,000	5.600%	395,000	48,160	
11/01/50	1,325,000			37,100	480,260
05/01/51	1,325,000	5.600%	420,000	37,100	
11/01/51	905,000			25,340	482,440
05/01/52	905,000	5.600%	440,000	25,340	
11/01/52	465,000			13,020	478,360
05/01/53	465,000	5.600%	465,000	13,020	478,020
Total			\$ 6,740,000	\$ 6,426,830	\$ 13,166,830

Cordova Palms
Community Development District
Non-Ad Valorem Assessments Comparison
2026-2027

Neighborhood	O&M Units	Annual Maintenance Assessments			
		FY 2027	FY 2026	Increase/ (decrease)	
43' SF	295	\$1,137.78	\$1,087.82	\$49.96	5%
53' SF	323	\$1,137.78	\$1,087.82	\$49.96	5%
Bulk	115	\$1,137.78	\$1,087.82	\$49.96	5%
Total	733				

Gross Assessments		\$ 833,991.10
Less: Discount	4.00%	(33,359.64)
Less: Commission fees	2.00%	(16,679.82)
Net Assessments		\$ 783,951.63

SIXTH ORDER OF BUSINESS

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Cordova Palms Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) “shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*],” and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEAT SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Alex Pinto	11/2026
2	Don Gullion	11/2026
3	Elizabeth Newgard	11/2028
4	Daniel Zarembo	11/2028
5	Agnes Albertie	11/2026

This year, Seat 1, currently held by Alex Pinto, Seat 2, currently held by Don Gullion, and Seat 5, currently held by Agnes Albertie, are subject to election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on November __, 2026, at _____ a/p.m., and located at the offices of GMS, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

3. **PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its July 10, 2024 meeting. A sample notice of

landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office and office of the District Manager, Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 11th DAY OF JUNE, 2026.

**CORDOVA PALMS COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Cordova Palms Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 292.89 acres, located west of U.S. Highway 1, south of 9 Mile Road/International Gold Parkway and north of Lafayette Avenue within St. Johns County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November __, 2026
TIME: _____
PLACE: GMS, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: _____, November __, 2026

TIME: _____ .M.

LOCATION: **Office of GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Cordova Palms Community Development District to be held at the office of GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 on November __, 2026, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2026

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Cordova Palms Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
5		

Date: _____

Signed: _____

Printed Name: _____

SEVENTH ORDER OF BUSINESS

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Cordova Palms Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on August 13, 2026, at 10:00 a.m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of June, 2026.

ATTEST:

**CORDOVA PALMS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**RULES OF PROCEDURE
CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-___**

EFFECTIVE AS OF _____, 2026

TABLE OF CONTENTS

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting.	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.	7
Rule 1.3	Public Meetings, Hearings, and Workshops.	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings.	16
Rule 3.0	Competitive Purchase.	29
Rule 3.1	Procedure Under the Consultants’ Competitive Negotiations Act.	34
Rule 3.2	Procedure Regarding Auditor Selection.	38
Rule 3.3	Purchase of Insurance.	42
Rule 3.4	Pre-qualification.....	44
Rule 3.5	Construction Contracts, Not Design-Build.	49
Rule 3.6	Construction Contracts, Design-Build.	54
Rule 3.7	Payment and Performance Bonds.	59
Rule 3.8	Goods, Supplies, and Materials.	60
Rule 3.9	Maintenance Services.	64
Rule 3.10	Contractual Services.	67
Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.....	68
Rule 4.0	Effective Date.	71

Rule 1.0 General.

- (1) The Cordova Palms Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.

- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-

mail address, and may be required to pay the cost of copying and mailing as applicable.

- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

- (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;

2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
 - (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.
- (9) Petitions to Initiate Rulemaking.
- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
 - (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
 - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District

shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
 - (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the

District is located and shall include the specific facts and reasons for such renewal.

- (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
 - (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
 - (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
 - (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.
- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;

- (b) Any material incorporated by reference in the rule;
- (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
- (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In

the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

- (15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of

the Florida Statutes, if the vendor is a corporation; and

- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

EIGHTH ORDER OF BUSINESS

From: Courtney Hogge chogge@gmsnf.com
Subject: Fwd: Swim Lessons
Date: May 18, 2026 at 2:01 PM
To:



From: [Bryanne Waddle <coachbry@myswimlife.com>](mailto:coachbry@myswimlife.com)
Sent: Friday, May 15, 2026 9:00 AM
To: [CordovaPalms Manager <cordovapalmsmanager@gmsnf.com>](mailto:cordovapalmsmanager@gmsnf.com)
Subject: Re: Swim Lessons

Hello Christy,

Thank you for reaching out! I appreciate you considering me for survival swim instruction opportunities at Cordova Palms.

Here is the information you requested for the Board:

1. I typically offer lessons Monday through Thursday, with lessons scheduled in the mornings and/or early evenings depending on pool availability and resident interest. The interest for residents in this location and my availability is mid-morning around 9:30am. I teach in Beacon Lake in the early morning and in Palencia in the afternoons. Lessons are generally 15 minutes per swimmer, 4 days per week, and most students complete the program in approximately 5 to 6 weeks.

2. Yes, I do have a COI and can provide documentation.

3. I specialize in private, one-on-one survival swim lessons for infants, children, adults, and individuals with special needs. The age range I see most often is 6 months to 6 years. My primary focus is water safety, self-rescue skills, and drowning prevention.

I am a certified Swim Life coach with over 13 years of experience working with children, including preschool education. As a Florida native who learned survival swimming at two years old, water safety has always been deeply important to me personally and professionally.

My lessons are centered around teaching children how to swim-float-swim, helping them gain confidence in the water while also learning critical self-rescue skills in a safe and nurturing environment. I also offer refresher lessons for returning swimmers and progression lessons for children who are ready to further develop their swim skills.

As both an instructor and a local mom, my goal is to help families develop a lifelong love of the water while prioritizing drowning prevention and water safety education.

Please let me know if the Board needs any additional information. I would be happy to discuss further.

Best regards,

Bryanne Waddle
Certified Swim Life Survival Swim Coach
(850) 240-4701
Coachbry@myswimlife.com

On Fri, May 15, 2026 at 7:56 AM CordovaPalms Manager <cordovapalmsmanager@gmsnf.com> wrote:

Hello!

Carissa said you were interested in instructing swim lessons here at Cordova Palms.

I will need some information to discuss this with the Board

I will need some information to discuss this with the Board.

1. How many days and times
2. Do you have a COI
3. Do you have a specific age range

Thanks!

Best regards,

Christy Buganski
Amenity Manager
Cordova Palms CDD
[320 Cordova Palms Parkway](#)
[St. Augustine, FL 32095](#)
cordovapalmsmanager@gmsnf.com
Office Hours:
Monday - Friday 9:00-5:00

NINTH ORDER OF BUSINESS

E.

Cordova Palms

Community Development District

Field Operations & Amenity Management Report

June 11, 2026



Jeff Johnson

FIELD OPERATIONS MANAGER
GOVERNMENTAL MANAGEMENT SERVICES

Christy Buganski

AMENITY MANAGER
GOVERNMENTAL MANAGEMENT SERVICES

Cordova Palms
Community Development District

Field Operations & Amenity Management Report

June 11, 2026

To: Board of Supervisors

From: Jeff Johnson
Field Operations Manager

Christy Buganski
Amenity Manager

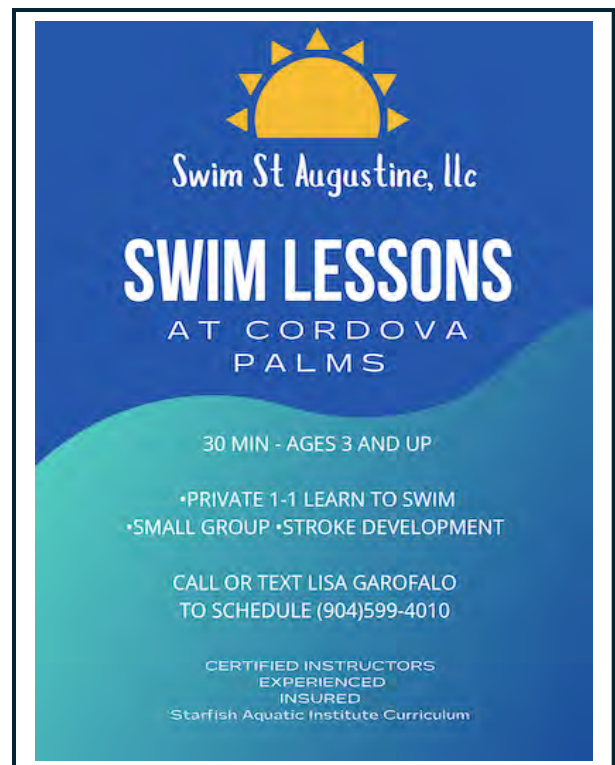
RE: Cordova Palms Field Operations & Amenity Management Report – June 11,
2026

The following reviews items related to Field Operations, Maintenance, and
Amenity Management.



Amenity Management Updates

- Summer Kick-Off Event scheduled for June 13 from 12:00 PM – 3:00 PM, featuring a live DJ (DJ Magnetix)
- Two food trucks, Hippiie Chix Frozen Treats and Backwood Meat Smokerz will be on-site for the Summer Kick-Off Event
- Summer Swim Lessons for ages 3 and up
- “Coffee on the Veranda” continues monthly on the second Saturday at 10:00 AM
- Food Trucks are scheduled for June 4th and June 18th starting at 5:00pm. Chick-fil-A Food Truck June 25th starting at 4:30



Weekly Maintenance

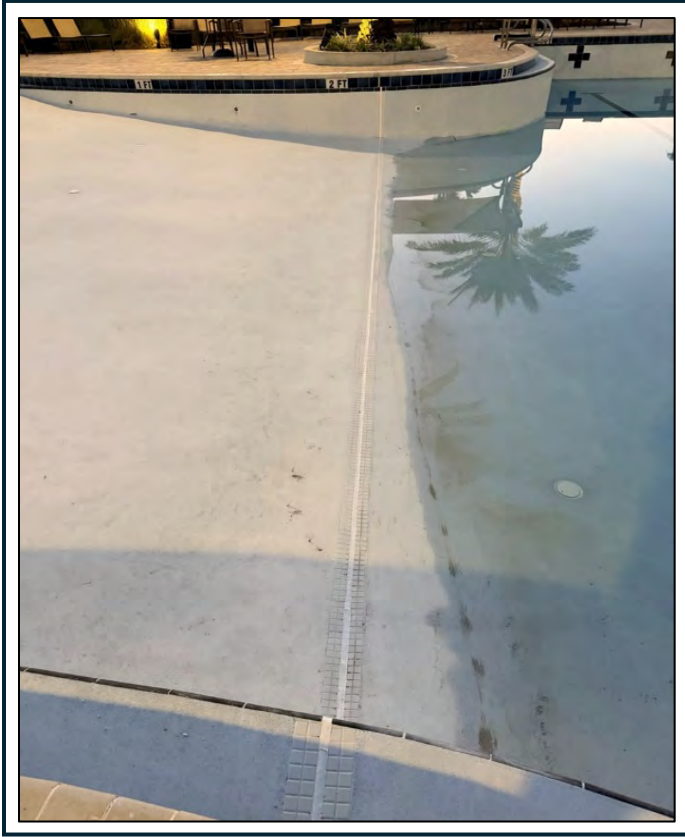
Listed below are weekly maintenance responsibilities:

- Roadways, pickleball courts, playground, pool area, and parking lots are checked for debris daily.
- All trash receptacles are checked daily and emptied as needed.
- At the start of each day, all pool furniture is straightened and organized, and each chair is inspected for proper working order.
- Lighting inspections are conducted every month, and bulbs are replaced as needed.
- The entryway, back patio, front sidewalk and Pool Deck are blown off at the start of each day.
- Further maintenance tasks and developments are conducted on an as needed basis. Examples of these developments are listed in the following pages.

Completed Projects

- Poll expansion joint has been replaced and pool is open
- GMS pressure washed pool chairs/Tables
- GMS fixed broken accent light for palm tree
- GMS completed a playground inspection; at this time, no recommended repairs are needed.
- GMS completed lake inspections and removed any debris reachable from the embankment.
 - ✓ Photos of completed projects are displayed below. Please follow up with management for any questions.

Completed Projects



Expansion Pool Joint has been replaced



Fixed Palm Tree Accent Light

Conclusion

For any questions or comments regarding the above Information, contact Jeff Johnson, Manager of Operations, at jjohnson@rmsnf.com or Christy Buganski, Amenity Manager, at cordovapalmsmanager@gmsnf.com

TENTH ORDER OF BUSINESS

A.

Cordova Palms
Community Development District

Unaudited Financial Reporting
April 30, 2026



Cordova Palms
Community Development District
Combined Balance Sheet
April 30, 2026

	General Fund	Debt Service Fund	Capital Project Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 118,411	\$ -	\$ -	\$ 118,411
Due from General Fund	-	29,848	-	29,848
Investments:				
State Board of Administration (SBA)	355,383	-	-	355,383
US Bank	170	-	-	170
Series 2021				
Reserve	-	154,700	-	154,700
Interest	-	91,365	-	91,365
Prepayment	-	5,000	-	5,000
Revenue	-	164,723	-	164,723
Sinking	-	125,000	-	125,000
Construction	-	-	2,718	2,718
Series 2022-1				
Reserve	-	57,545	-	57,545
Interest	-	45,400	-	45,400
Prepayment	-	25,000	-	25,000
Revenue	-	61,618	-	61,618
Sinking	-	50,000	-	50,000
Construction	-	-	9,854	9,854
Series 2022-2				
Reserve	-	242,198	-	242,198
Interest	-	187,433	-	187,433
Prepayment	-	25,432	-	25,432
Revenue	-	229,072	-	229,072
Sinking	-	110,000	-	110,000
Construction	-	-	28,960	28,960
Prepaid Expenses	1,067	-	-	1,067
Deposits	3,837	-	-	3,837
Total Assets	\$ 478,866	\$ 1,604,332	\$ 41,532	\$ 2,124,730
Liabilities:				
Accounts Payable	\$ 6,451	\$ -	\$ -	\$ 6,451
Due to DS SE 2021	13,427	-	-	13,427
Due to DS SE 2022-1	5,019	-	-	5,019
Due to DS SE 2022-2	11,401	-	-	11,401
Total Liabilities	\$ 36,299	\$ -	\$ -	\$ 36,299
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ 1,067	\$ -	\$ -	\$ 1,067
Deposits	3,837	-	-	3,837
Restricted for:				
Debt Service - Series	-	1,604,332	-	1,604,332
Capital Project - Series	-	-	41,532	41,532
Unassigned	437,664	-	-	437,664
Total Fund Balances	\$ 442,567	\$ 1,604,332	\$ 41,532	\$ 2,088,431
Total Liabilities & Fund Balance	\$ 478,866	\$ 1,604,332	\$ 41,532	\$ 2,124,730

Cordova Palms
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 631,936	\$ 631,936	\$ 620,289	\$ (11,646)
Special Assessments - Direct Bill	117,593	117,593	117,593	-
Interest Income	1,000	1,000	1,155	155
Other Income	-	-	610	610
Total Revenues	\$ 750,529	\$ 750,529	\$ 739,648	\$ (10,881)
Expenditures:				
<u>General & Administrative:</u>				
Supervisors Fees	\$ 6,000	\$ 3,500	\$ -	\$ 3,500
FICA Expense	459	268	-	268
Engineering	11,000	6,417	1,728	4,689
Arbitrage	1,800	1,800	4,500	(2,700)
Attorney	15,000	8,750	9,792	(1,042)
Annual Audit	7,500	4,900	4,900	-
Assessment Administration	5,899	5,899	5,899	-
Trustee Fees	12,500	12,150	12,150	-
Dissemination	8,848	5,162	5,661	(500)
Management Fees	55,745	32,518	32,518	-
Website Maintenance	1,769	1,032	1,032	-
Information Technology	2,654	1,548	1,548	-
Telephone	500	292	76	216
Postage	1,500	875	765	111
Insurance	6,729	6,340	6,340	-
Printing & Binding	500	292	99	193
Legal Advertising	2,000	1,167	798	369
Other Current Charges	300	175	-	175
Office Supplies	150	88	2	85
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 141,028	\$ 93,346	\$ 87,982	\$ 5,363
<u>Operations & Maintenance</u>				
Ground Maintenance:				
Landscape - Maintenance	\$ 164,640	\$ 96,040	\$ 96,040	\$ -
Landscape - Contingency	27,700	16,158	3,230	12,928
Operations Management	26,500	15,458	15,458	-
Lake Maintenance	10,000	5,833	4,795	1,038
Electric	75,000	43,750	40,461	3,289
Irrigation Water	23,000	13,417	12,772	645
Repairs & Maintenance	10,000	5,833	7,442	(1,609)
Irrigation Repairs	13,000	7,583	1,826	5,757
Pest Control	1,800	1,050	1,138	(88)
Total Ground Maintenance	\$ 351,640	\$ 205,123	\$ 183,164	\$ 21,959

Cordova Palms

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/26	Thru 04/30/26	Variance
Amenity Center:				
Amenity Manager	\$ 77,500	\$ 45,208	\$ 45,208	\$ -
Amenity Attendant	10,000	5,833	2,353	3,480
Facility Maintenance	37,440	21,840	27,489	(5,649)
Insurance	39,025	33,760	33,760	-
Refuse	4,560	2,660	2,895	(235)
Gas	1,000	583	556	27
Janitorial Services	12,000	7,000	7,000	-
Access Cards	5,000	2,917	625	2,292
Pool Maintenance	18,000	10,500	10,500	-
Pool Chemicals	13,000	7,583	7,583	-
Special Events	5,000	2,917	1,943	974
Holiday Decoration	10,000	7,821	7,821	-
Electric	-	-	3,483	(3,483)
Water & Sewer	5,000	2,917	279	2,638
Licenses & Subscriptions	500	500	767	(267)
Fitness Equipment Leasing	19,836	11,571	11,568	3
Total Amenity Center	\$ 257,861	\$ 163,610	\$ 163,830	\$ (220)
Total Operations & Maintenance	\$ 609,500	\$ 368,733	\$ 346,994	\$ 21,739
Total Expenditures	\$ 750,529	\$ 462,079	\$ 434,976	\$ 27,103
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ 288,450	\$ 304,672	\$ 16,222
Net Change in Fund Balance	\$ -	\$ 288,450	\$ 304,672	\$ 16,222
Fund Balance - Beginning	\$ -		\$ 137,895	
Fund Balance - Ending	\$ -		\$ 442,567	

Cordova Palms
Community Development District
Debt Service Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 309,400	\$ 309,400	\$ 301,962	\$ (7,438)
Interest Income	5,000	5,000	6,836	1,836
Total Revenues	\$ 314,400	\$ 314,400	\$ 308,798	\$ (5,602)
Expenditures:				
Interest - 11/1	\$ 91,465	\$ 91,465	\$ 91,465	\$ -
Principal Prepayment - 11/1	-	-	5,000	(5,000)
Interest - 5/1	91,465	-	-	-
Principal - 5/1	125,000	-	-	-
Total Expenditures	\$ 307,930	\$ 91,465	\$ 96,465	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 6,470	\$ 222,935	\$ 212,333	\$ (10,602)
Net Change in Fund Balance	\$ 6,470	\$ 222,935	\$ 212,333	\$ (10,602)
Fund Balance - Beginning	\$ 183,031		\$ 341,882	
Fund Balance - Ending	\$ 189,501		\$ 554,215	

Cordova Palms

Community Development District

Debt Service Fund Series 2022-1 (Phases 1 and 2)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/26	Thru 04/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 117,315	\$ 117,315	\$ 112,877	\$ (4,438)
Interest Income	5,000	2,917	3,363	446
Total Revenues	\$ 122,315	\$ 120,232	\$ 116,240	\$ (3,992)
Expenditures:				
Interest - 11/1	\$ 45,400	\$ 45,400	\$ 45,400	\$ -
Interest - 5/1	45,400	-	-	-
Principal - 5/1	25,000	-	-	-
Total Expenditures	\$ 115,800	\$ 45,400	\$ 45,400	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 6,515	\$ 74,832	\$ 70,840	\$ (3,992)
Net Change in Fund Balance	\$ 6,515	\$ 74,832	\$ 70,840	\$ (3,992)
Fund Balance - Beginning	\$ 114,146		\$ 173,742	
Fund Balance - Ending	\$ 120,661		\$ 244,582	

Cordova Palms
Community Development District
Debt Service Fund Series 2022-2 (Phases 3 and 4)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 266,780	\$ 266,780	\$ 256,398	\$ (10,382)
Special Assessments - Direct Bill	224,250	224,250	224,250	-
Prepayments	-	-	25,432	25,432
Interest Income	5,000	5,000	11,010	6,010
Total Revenues	\$ 496,030	\$ 496,030	\$ 517,090	\$ 21,060
Expenditures:				
Interest - 11/1	\$ 188,115	\$ 188,115	\$ 188,115	\$ -
Principal Expense Prepayment - 11/1	-	-	25,000	(25,000)
Interest - 5/1	188,115	-	-	-
Principal - 5/1	110,000	-	-	-
Total Expenditures	\$ 486,230	\$ 188,115	\$ 213,115	\$ (25,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 9,800	\$ 307,915	\$ 303,975	\$ (3,940)
Net Change in Fund Balance	\$ 9,800	\$ 307,915	\$ 303,975	\$ (3,940)
Fund Balance - Beginning	\$ 251,672		\$ 501,559	
Fund Balance - Ending	\$ 261,472		\$ 805,535	

Cordova Palms
Community Development District
Statement of Revenues and Expenditures

Capital Projects Funds

For The Period Ending April 30, 2026

Description	SE 2021	SE 2022-1	SE 2022-2
Revenues			
Interest Income	\$ 54	\$ 197	\$ 579
Cost of Issuance	-	-	-
Developer Contributions	-	-	-
Total Revenues	\$ 54	\$ 197	\$ 579
Expenses			
Capital Outlay	\$ -	\$ -	\$ -
Total Expenses	\$ -	\$ -	\$ -
Excess Revenues (Expenses)	\$ 54	\$ 197	\$ 579
Beginning Fund Balance	\$ 2,664	\$ 9,657	\$ 28,380
Ending Fund Balance	\$ 2,718	\$ 9,854	\$ 28,960

Cordova Palms
Community Development District
Long Term Debt Report

Series 2021, Special Assessment Bonds	
Optional Redemption Date:	5/1/2031
Interest Rate:	2.4% - 4.0%
Maturity Date:	5/1/2052
Reserve Fund Definition	50% MADS
Reserve Fund Requirement	\$ 154,700
Reserve Fund Balance	154,700
Excess funds in the revenue account as of November 2nd may be used for any lawful purpose	
Bonds outstanding - 2/17/2021	\$ 7,980,000
Less: May 1, 2023 (Mandatory)	(165,000)
Less: November 1, 2023 (Prepayment)	(645,000)
Less: May 1, 2024 (Mandatory)	(155,000)
Less: May 1, 2024 (Prepayment)	(595,000)
Less: August 1, 2024 (Prepayment)	(350,000)
Less: November 1, 2024 (Prepayment)	(190,000)
Less: February 1, 2025 (Prepayment)	(390,000)
Less: May 1, 2025 (Mandatory)	(125,000)
Less: May 1, 2025 (Prepayment)	(105,000)
Less: November 1, 2025 (Prepayment)	(5,000)
Current Bonds Outstanding	\$ 5,255,000

Series 2022-1, Special Assessment Bonds	
Interest Rate:	4.8% - 5.8%
Maturity Date:	5/1/2053
Reserve Fund Definition	50% MADS
Reserve Fund Requirement	\$ 57,545
Reserve Fund Balance	57,545
Bonds outstanding - 7/15/2022	\$ 2,325,000
Less: November 1, 2023 (Prepayment)	(185,000)
Less: May 1, 2024 (Mandatory)	(30,000)
Less: May 1, 2024 (Prepayment)	(165,000)
Less: August 1, 2024 (Prepayment)	(110,000)
Less: November 1, 2024 (Prepayment)	(60,000)
Less: February 1, 2025 (Prepayment)	(120,000)
Less: May 1, 2025 (Mandatory)	(25,000)
Less: May 1, 2025 (Prepayment)	(35,000)
Current Bonds Outstanding	\$ 1,595,000

Series 2022-2, Special Assessment Bonds	
Interest Rate:	4.5% - 5.6%
Maturity Date:	5/1/2053
Reserve Fund Definition	50% MADS
Reserve Fund Requirement	\$ 242,198
Reserve Fund Balance	242,198
Bonds outstanding - 7/15/2022	\$ 7,155,000
Less: May 1, 2024 (Mandatory)	(100,000)
Less: May 1, 2025 (Mandatory)	(105,000)
Less: May 1, 2025 (Prepayment)	(55,000)
Less: November 1, 2025 (Prepayment)	(25,000)
Current Bonds Outstanding	\$ 6,870,000

CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2026 Assessments Receipts Summary

ASSESSED	# O&M UNITS ASSESSED	SERIES 2021 DEBT ASSESSED	SERIES 2022-1 DEBT ASSESSED	SERIES 2022-2 DEBT ASSESSED	O&M ASSESSED	TOTAL ASSESSED
DREAM FINDERS	115	-	-	224,250.00	117,593.07	341,843.07
TOTAL DIRECT INVOICES (1)	115	-	-	224,250.00	117,593.07	341,843.07
ASSESSED REVENUE TAX ROLL	618	307,631.69	114,996.78	261,212.70	631,936.39	1,315,777.56
TOTAL ASSESSED	733	307,631.69	114,996.78	485,462.70	749,529.46	1,657,620.63

DUE / RECEIVED	BALANCE DUE	SERIES 2021 DEBT RECEIVED	SERIES 2022-1 DEBT RECEIVED	SERIES 2022-2 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
DREAM FINDERS	-	-	-	224,250.00	117,593.07	341,843.07
TOTAL DIRECT RECEIVED	-	-	-	224,250.00	117,593.07	341,843.07
TAX ROLL DUE / RECEIVED	-	301,961.81	112,877.30	256,398.35	620,289.34	1,291,526.80
TOTAL DUE / RECEIVED	-	301,961.81	112,877.30	480,648.35	737,882.41	1,633,369.87

(1) Direct Assessments are due: 35% due 12/1/25, 4/1/26 and 30% due 9/1/26

SUMMARY OF TAX ROLL RECEIPTS						
ST JOHNS COUNTY DISTRIBUTION	DATE RECEIVED	SERIES 2021 DEBT RECEIVED	SERIES 2022-1 DEBT RECEIVED	SERIES 2022-2 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/5/2025	311.28	116.36	264.31	639.45	1,331.40
2	11/18/2025	3,021.44	1,129.45	2,565.53	6,206.63	12,923.05
3	11/21/2025	4,105.23	1,534.59	3,485.78	8,432.95	17,558.55
4	12/16/2025	5,758.02	2,152.42	4,889.18	11,828.12	24,627.74
5	12/23/2025	23,671.07	8,848.56	20,099.31	48,625.05	101,243.99
6	1/14/2026	238,073.11	88,994.87	202,149.91	489,049.29	1,018,267.18
INTEREST	1/26/2026	669.44	250.25	568.43	1,375.17	2,863.29
7	2/20/2026	12,925.00	4,831.53	10,974.73	26,550.50	55,281.76
8	3/6/2026	8,085.56	3,022.49	6,865.52	16,609.34	34,582.91
9	4/9/2026	269.99	100.92	229.25	554.61	1,154.77
10	4/24/2026	5,071.67	1,895.86	4,306.40	10,418.23	21,692.16
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL RECEIVED TAX ROLL		301,961.81	112,877.30	256,398.35	620,289.34	1,291,526.80

PERCENT COLLECTED	2021	2022-1	2022-2	O&M	TOTAL
% COLLECTED DIRECT BILL	0.00%	0.00%	100.00%	100.00%	100.00%
% COLLECTED TAX ROLL	98.16%	98.16%	98.16%	98.16%	98.16%
TOTAL PERCENT COLLECTED	98.16%	98.16%	99.01%	98.45%	98.54%

B.

Cordova Palms

Community Development District

Check Run Summary

May 31, 2026

Fund	Date	Check No.	Amount
General Fund			
Accounts Payable	5/5/26	643-646	\$ 1,374.55
	5/12/26	647-650	33,798.94
	5/27/26	651-656	5,644.36
Total			\$ 40,817.85

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/05/26	00052	4/28/26	BC04322	202604	320	57200	44000		COMMERCIAL FITNESS PRODUCTS INC	*	245.00	245.00	000643
PRE MAINT VIST - APR25													
5/05/26	00021	4/14/26	8	202604	310	51300	31300		DISCLOSURE SERVICES LLC	*	100.00		
AMORT SE2021 PREPAY \$5K													
		4/14/26	8	202604	310	51300	31300		DISCLOSURE SERVICES LLC	*	100.00		
AMORT SE2022-1 P.PAY \$25K													
		4/14/26	8	202604	310	51300	31300		DISCLOSURE SERVICES LLC	*	100.00		
AMORT SE2022-2 P.PAY \$20K													
5/05/26	00022	5/01/26	204327	202605	320	57200	44400		FLORIDA WATERWAYS INC	*	685.00	685.00	000645
MAY LAKE MAINTENANCE													
5/05/26	00027	4/30/26	62209516	202604	320	57200	45300		TURNER PEST CONTROL, LLC	*	144.55	144.55	000646
APR PEST CONTROL SERVICES													
5/12/26	00055	5/06/26	195079	202604	310	51300	31100		DCCM INFRASTRUCTURE INC	*	1,727.50	1,727.50	000647
APR ENGINEERING SERVICES													
5/12/26	00001	5/01/26	142	202605	320	57200	43500		GOVERNMENTAL MANAGEMENT SERVICES	*	2,208.33		
MAY OPERATIONS MANAGER													
		5/01/26	142	202605	320	57200	45100		GOVERNMENTAL MANAGEMENT SERVICES	*	6,458.33		
MAY FACILITY MANAGEMENT													
		5/01/26	142	202605	320	57200	44700		GOVERNMENTAL MANAGEMENT SERVICES	*	1,083.33		
MAY POOL CHEMICALS													
		5/01/26	142	202605	320	57200	44600		GOVERNMENTAL MANAGEMENT SERVICES	*	1,500.00		
MAY POOL MAINTENANCE													
		5/01/26	142	202605	320	57200	43400		GOVERNMENTAL MANAGEMENT SERVICES	*	1,000.00		
MAY JANITORIAL SVCS													
5/12/26	00001	5/01/26	143	202605	310	51300	34000		GOVERNMENTAL MANAGEMENT SERVICES	*	4,645.42		
MAY MANAGEMENT FEES													
		5/01/26	143	202605	310	51300	35200		GOVERNMENTAL MANAGEMENT SERVICES	*	147.42		
MAY WEBSITE ADMIN													
		5/01/26	143	202605	310	51300	35100		GOVERNMENTAL MANAGEMENT SERVICES	*	221.17		
MAY INFORMATION TECH													
		5/01/26	143	202605	310	51300	31300		GOVERNMENTAL MANAGEMENT SERVICES	*	737.33		
MAY DISSEMINATION SVCS													
		5/01/26	143	202605	310	51300	51000		GOVERNMENTAL MANAGEMENT SERVICES	*	.27		
OFFICE SUPPLIES													

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/01/26		143	POSTAGE	202605	310	51300	42000			*	71.78		
5/01/26		143	COPIES	202605	310	51300	42500			*	15.45		
5/01/26		143	TELEPHONE	202605	310	51300	41000			*	9.11		
5/01/26		143	30' SAFETY ROPE	202605	320	57200	46000			*	66.00		
5/01/26		143.FEB.	YOUTUBE SUBSCRIPTION-FEB	202602	320	57200	45400			*	93.75		
5/01/26		143.MAR.	YOUTUBE SUBSCRIPTION-MAR	202603	320	57200	45400			*	93.75		
GOVERNMENTAL MANAGEMENT SERVICES											6,101.45	000649	
5/12/26	00036	5/01/26	1169078	202605	320	57200	44200		MAY LANDSCAPE MAINTENANCE	*	13,720.00		
YELLOWSTONE LANDSCAPE INC											13,720.00	000650	
5/27/26	00024	5/01/26	2605-CP	202605	320	57200	44000		MAY TRASH SERVICES	*	129.00		
		5/01/26	2605-CP	202605	320	57200	44000		MAY PET WASTE SERVICES	*	120.00		
DOODY DADDY LLC											249.00	000651	
5/27/26	00001	5/14/26	144	202604	320	57200	44000		APR26 GEN FACILITY MAINT	*	3,427.21		
GOVERNMENTAL MANAGEMENT SERVICES											3,427.21	000652	
5/27/26	00001	5/14/26	145	202604	320	57200	45110		APR26 FACILITY ATTENDANT	*	419.65		
GOVERNMENTAL MANAGEMENT SERVICES											419.65	000653	
5/27/26	00034	5/20/26	26-67288	202605	320	57200	45600		(50) KEY FOBS	*	312.50		
SECURITY ENGINEERING & DESIGNS, INC											312.50	000654	
5/27/26	00027	5/19/26	62222849	202605	320	57200	45300		MAY PEST CONTROL SERVICES	*	144.55		
TURNER PEST CONTROL, LLC											144.55	000655	
5/27/26	00036	5/26/26	1178435	202605	320	57200	44500		PUMP STATION IRRIG REPRS	*	1,091.45		
YELLOWSTONE LANDSCAPE INC											1,091.45	000656	
TOTAL FOR BANK A											40,817.85		

CORD CORDOVA PALMS TLEE

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
TOTAL FOR REGISTER						40,817.85	

CORD CORDOVA PALMS TLEE

CommercialFitnessProducts

Invoice

Date	Invoice #
4/28/2026	BC04322

5034 N Hiatus Road 954-747-5128 Phone
 Sunrise, FL 33351 954-747-5131 Fax

Sold To	Ship To
---------	---------

Cordova Palms
 320 Cordova Palms Parkway
 St. Augustine FL 32095

Cordova Palms
 320 Cordova Palms Parkway
 St. Augustine, FL 32095

Rep	Account #	Sales Order No.	Ship Date	Purchase Order #	Terms	Due Date
AB	CP320	WO#5629	4/28/2026	Verbal	Net 30	5/28/2026
Qty	Item Code	Description			Price Each	Amount
1	Preventative Maintenance	Preventative Maintenance Visit			245.00	245.00
		Approved 5/5/26 Jeff Johnson General Facility Maintenance 001.320.57200.44000				

Thank you for your business!	Total	\$245.00
	Payments/Credits	\$0.00
www.commfitnessproducts.com	Balance Due	\$245.00

RECEIVED
 By Tara Lee at 9:26 am, May 05, 2026

Disclosure Services LLC

1005 Bradford Way
Kingston, TN 37763

Invoice

Date	Invoice #
4/14/2026	8

Bill To
Cordova Palms CDD C/O GMS, North Florida

Terms	Due Date
	4/14/2026

Description	Amount
Amortization Schedule Series 2021 5-1-26 Prepay \$5,000	100.00
Amortization Schedule Series 2022-1 5-1-26 Prepay \$25,000	100.00
Amortization Schedule Series 2022-2 5-1-26 Prepay \$20,000	100.00

RECEIVED
By Tara Lee at 8:05 am, May 01, 2026

Total	\$300.00
Payments/Credits	\$0.00
Balance Due	\$300.00

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info

Invoice

Florida Waterways, Inc.

3832-010 Baymeadows Road
PMB 379
Jacksonville, FL 32257
Melissa Schwartz
melissa@floridapond.com
(904) 801 - 5253 ext. 2

Date: 05/01/2026
Invoice No.: 204327
Due Date: 05/31/2026

RECEIVED
By Tara Lee at 8:07 am, May 04, 2026

Approved 5/1/26
Jeff Johnson
Lake Maintenance
001.320.57200.44400

Cordova Palms Community Development District
Governmental Management Services North Florida
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Qty	Item	Description	Unit Price	Total
1	Recurring Monthly Service	Aquatic Weed and Algae Control	\$685.00	\$685.00

Total \$685.00
Balance Due \$685.00

If you have any questions about this invoice, please contact
Melissa Schwartz at melissa@floridapond.com or 904.801.LAKE (5253), Ext. 2

Thank You For Your Business!



PAYMENT ADDRESS:
 Turner Pest Control LLC • P.O. Box 600323 • Jacksonville, Florida 32260-0323
 904-355-5300 • Toll Free: 800-225-5305 • turnerpest.com

Turner Pest Control LLC
 PO Box 600323
 Jacksonville, FL 32260-0323
 904-355-5300

Service Slip/Invoice

INVOICE:	622095161
DATE:	04/30/2026
ORDER:	622095161

Bill To: [935218]
 Cordova Palms CDD
 475 W Town Pl
 Suite 114
 St Augustine, FL 32092-3648

Work Location: [935218] 904-759-8890
 Cordova Palms CDD
 Rich Gray
 320 Cordova Palms Pkwy
 St Augustine, FL 32095-0059

Work Date	Time	Target Pest	Technician	Time In
04/30/2026	09:01 AM			09:01 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	04/30/2026		09:43 AM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	\$144.55
		SUBTOTAL \$144.55
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$144.55
Approved 5/1/26 Jeff Johnson Pest Control 001.320.57200.45300		AMOUNT DUE \$144.55

RECEIVED
 By Tara Lee at 8:57 am, May 01, 2026

Jeff Johnson

 TECHNICIAN SIGNATURE

Christen

 christen
 CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 142
Invoice Date: 5/1/26
Due Date: 5/1/26
Case:
P.O. Number:

Bill To:
Cordova Palms CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Contract Administration - May 2026		2,208.33	2,208.33
Facility Management - May 2026		6,458.33	6,458.33
Pool Chemicals - May 2026		1,083.33	1,083.33
Pool Maintenance - May 2026		1,500.00	1,500.00
Janitorial - May 2026		1,000.00	1,000.00

Alison Mossing
5-6-26

RECEIVED
By Tara Lee at 8:39 am, May 07, 2026

Total	\$12,249.99
Payments/Credits	\$0.00
Balance Due	\$12,249.99

Governmental Management Services, LLC

475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 143
Invoice Date: 5/1/26
Due Date: 5/1/26
Case:
P.O. Number:

Bill To:

Cordova Palms CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - May 2026		4,645.42	4,645.42
Website Administration - May 2026		147.42	147.42
Information Technology - May 2026		221.17	221.17
Dissemination Agent Services - May 2026		737.33	737.33
Office Supplies		0.27	0.27
Postage		71.78	71.78
Copies		15.45	15.45
Telephone		9.11	9.11
AMEX Charge 2/28/26 Youtube TV		93.75	93.75
AMEX Charge 3/28/26 Youtube TV		93.75	93.75
30' Safety Rope		66.00	66.00

Total \$6,101.45

Payments/Credits \$0.00

Balance Due \$6,101.45

RECEIVED

By Tara Lee at 2:38 pm, May 06, 2026



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1169078	5/1/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Cordova Palms CDD
c/o GMS-CF, LLC
475 West Town Place
Suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Cordova Palms CDD

Address: Cordova Palms Parkway
St. Augustine, FL 32095

Invoice Due Date: May 31, 2026

Invoice Amount: \$13,720.00

Description	Current Amount
Monthly Landscape Maintenance May 2026	\$13,720.00

Approved 5/6/26
Jeff Johnson
Landscape Maintenance
001.320.57200.44200

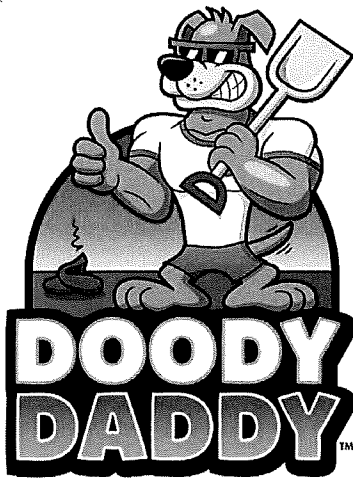
Invoice Total **\$13,720.00**

RECEIVED

By Tara Lee at 8:35 am, May 07, 2026

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.



May 01, 2026

Invoice No. 2605-CP

INVOICE

Prepared for Cordova Palms
101 Bermudez Way St. Augustine, FL 32095

DESCRIPTION OF WORK	STATIONS	VISITS	TOTAL
Servicing for - May			
• Trash Can Maintenance	3 trash cans	1 x week	\$129
• Pet Waste Stations	2 Stations	1 x week	\$120

Approved 5/26/26
Jeff Johnson
General Facility Maintenance
001.320.57200.44000

RECEIVED

By Tara Lee at 1:06 pm, May 26, 2026

TOTAL \$249

PAID :

Governmental Management Services, LLC
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

Invoice

Invoice #: 144
 Invoice Date: 5/14/26
 Due Date: 5/14/26
 Case:
 P.O. Number:

Bill To:
 Cordova Palms CDD
 475 West Town Place
 Suite 114
 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance April 1 - April 30, 2026	61.26	50.00	3,063.00
Maintenance Supplies		364.21	364.21
Approved 5/14/26 Jeff Johnson General Facility Maintenance 001.320.57200.44000			
<i>Alison Moring</i> 5-18-26			

Total \$3,427.21

Payments/Credits \$0.00

Balance Due \$3,427.21

RECEIVED

By Tara Lee at 10:30 am, May 24, 2026

**CORDOVA COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF APRIL 2026**

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
4/3/26	7.65	M.B.	Pressure washed pavers at entrance of the amenity center and some pool area, straightened and organized pool deck and patio furniture, remove debris from around amenity center, pool deck, courts, parking lot, roadways and ponds, checked and changed all trash receptacles, cleaned the outside windows of gym
4/6/26	7.63	M.B.	Pressure washed some of the patio furniture, straightened and organized pool deck and patio furniture, blew leaves and debris off pool deck, pickleball courts and walkways, removed debris from pool deck, around amenity center, courts, playground, walkways, roadways, parking lot and ponds, checked and changed trash receptacles, emptied and restocked dog waste receptacles
4/10/26	7.6	M.B.	Continued pressure washing some of the patio furniture, straightened and organized pool deck and patio furniture, blew leaves and debris off pool deck, pickleball courts and walkways, removed debris from pool deck, around amenity center, courts, playground, walkways, roadways, parking lot and ponds, checked and changed trash receptacles, emptied and restocked dog waste receptacles
4/13/26	7.83	M.B.	Pressure washed fire pit, pool area and walkways, fixed windscreens, cleaned gym and front entrance windows at amenity center, straightened and organized pool deck and patio furniture, blew leaves and debris off pool deck, pickleball courts and walkways, removed debris at mailboxes, pool, pickleball courts, walkways, roadways and ponds, checked and changed trash receptacles
4/17/26	7.67	M.B.	Repaint walls and window ledges in the gym, cleaned gym and front entrance at amenity center windows, straightened and organized all pool deck and patio furniture, blew leaves and debris off pool deck, pickleball courts, walkways and around amenity center, removed debris around amenity center, pool deck, parking lot, roadways and ponds, checked and changed all trash receptacles
4/20/26	7.67	M.B.	Straightened and organized pool deck and patio furniture, remove debris from amenity center, pool deck, parking lot, roadways, pickleball courts, mailboxes and ponds, cleaned front windows at amenity center, checked and changed all trash receptacles
4/24/26	7.53	M.B.	Prep spotting all over community center with mix of chlorine and water, straightened and organized pool deck and patio furniture, blew leaves and debris off pool deck, walkways, patio area and pickleball courts, removed debris from around amenity center, pool deck, parking lot, roadways, courts, mailboxes and roadways, checked and changed trash receptacles, emptied and restocked all dog waste receptacles
4/27/26	7.68	M.B.	Pressure washed some of the patio furniture and chalk off the ground, straightened and organized pool deck and patio furniture, blew leaves and debris off pool deck, walkways, patio area and pickleball courts, removed debris from around amenity center, pool deck, parking lot, roadways, courts, mailboxes and roadways, checked and changed trash receptacles
TOTAL	<u>61.26</u>		
MILES	<u>0</u>		

*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

MAINTENANCE BILLABLE PURCHASES

Period Ending 5/05/26

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
CP Cordova Palms				
	3/28/26	Constant Contact Monthly Fee	55.41	T.H.
	4/7/26	Peloton Monthly Fee	61.94	R.G.
	4/9/26	Keys (2)	12.18	J.J.
	4/11/26	Service Dog Signage	12.29	T.H.
	4/15/26	2" Binder	8.46	T.H.
	4/30/26	Microfiber Towels	34.24	J.J.
	4/30/26	42 Gallon Trash Bags 50ct	36.71	J.J.
	4/30/26	13 Gallon Trash Bags 200ct	22.01	J.J.
	4/30/26	Tape	9.78	J.J.
	4/30/26	Loctite	7.33	J.J.
	4/30/26	Screws	4.86	J.J.
	5/1/26	Paper Towels	24.46	J.J.
	5/1/26	Swiffer Refills	41.57	J.J.
	5/1/26	Lysol	18.34	J.J.
	5/1/26	Stainless Wipes	14.63	J.J.
		TOTAL	<u>\$364.21</u>	

Governmental Management Services, LLC

475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 145
Invoice Date: 5/14/26
Due Date: 5/14/26
Case:
P.O. Number:

Bill To:

Cordova Palms CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Attendant through April 2026	15.26	27.50	419.65
<i>Alison Moring</i> 5-14-26			

Total \$419.65

Payments/Credits \$0.00

Balance Due \$419.65

RECEIVED

By Tara Lee at 10:27 am, May 24, 2026

CORDOVA PALMS CDD

**GOVERNMENTAL MANAGEMENT SERVICES, LLC
FACILITY ATTENDANT**

Qty./Hours	Description	Rate	Amount
15.26	Facility Attendant	\$ 27.50	\$ 419.65

Covers April 2026

TOTAL DUE:

\$ 419.65

CORDOVA PALMS COMMUNITY DEVELOPMENT DISTRICT
GOVERNMENTAL MANAGEMENT SERVICES, LLC
FACILITY ATTENDANT BILLABLE HOURS FOR APRIL 2026

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
4/11/26	6.63	C.B.	Party Attendant for rental
4/12/26	4.43	L.A.	Party Attendant for rental
4/18/26	4.2	L.A.	Party Attendant for rental
GRAND TOTAL	<u>15.26</u>		

Invoice

Invoice Number
26-67288

Invoice Date
5/20/26

Page
1

Security Engineering And Designs, Inc.
3139 Waller Street
Jacksonville, FL 32254
usa

Voice: 904-371-4931

Fax:

Sold To:

CORDOVA PALMS, CCD.
14701 PHILIPS HWY, STE. 300
JACKSONVILLE, FL 32256

Site Address:

CORDOVA PALMS AMENITY
320 CORDOVA PALMS PKWY.
ST. AUGUSTINE, FL

Customer ID: CORDOVA PALMS AMEN.

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 10 Days	HANK AUCOIN	5/30/26

Description	Amount
(50) ACCESS CONTROL FOBS @ \$6.25 EACH	312.50

Approved 5/20/26
Jeff Johnson
Access cards
001.320.57200.45600

Service Department: 371-4931
Monitoring Center: 800-318-9486
Installation: 371-4931

Please include invoice number on payment

26-67288

Subtotal	312.50
Sales Tax	
Total Invoice Amount	312.50
Payment Received	0.00
TOTAL	312.50

RECEIVED

By Tara Lee at 10:32 am, May 24, 2026



Turner Pest Control

turnerpest.com

Turner Pest Control LLC
PO Box 600323
Jacksonville, FL 32260-0323
904-355-5300

Service Slip/Invoice

INVOICE: 62228496
DATE: 05/19/2026
ORDER: 62228496

Bill To: [935218]
Cordova Palms CDD
475 W Town Pl
Suite 114
St Augustine, FL 32092-3648

Work Location: [935218] 904-759-8890
Cordova Palms CDD
Rich Gray
320 Cordova Palms Pkwy
St Augustine, FL 32095-0059

Work Date	Time	Target Pest	Technician	Time In
05/19/2026	11:48 AM			11:48 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	05/19/2026		12:08 PM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	\$144.55
SUBTOTAL		\$144.55
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$144.55

Approved 5/20/26
Jeff Johnson
Pest Control
57200.320.45300

AMOUNT DUE \$144.55

RECEIVED

By Tara Lee at 10:26 am, May 24, 2026

TECHNICIAN SIGNATURE

christy
CUSTOMER SIGNATURE



INVOICE

INVOICE #	INVOICE DATE
1178435	5/26/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Cordova Palms CDD
c/o GMS-CF, LLC
475 West Town Place
Suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Cordova Palms CDD

Address: Cordova Palms Parkway
St. Augustine, FL 32095

Invoice Due Date: June 25, 2026

Invoice Amount: \$1,091.45

Description	Current Amount
Pump Station Repairs	
Irrigation	\$1,091.45

Approved 5/26/26
Jeff Johnson
Irrigation Repairs
001.320.57200.44500

Invoice Total **\$1,091.45**

RECEIVED
By Tara Lee at 1:21 pm, May 26, 2026

YELLOWSTONE LANDSCAPE

Should you have any questions or inquiries please call (386) 437-6211.